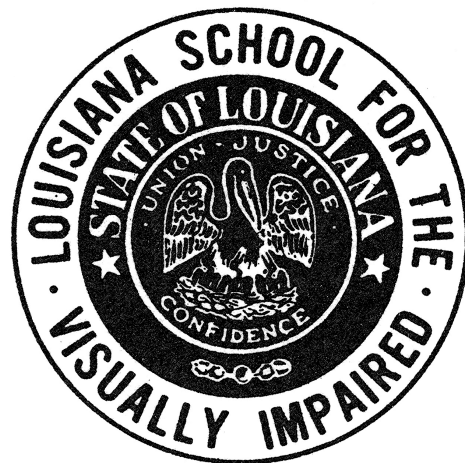
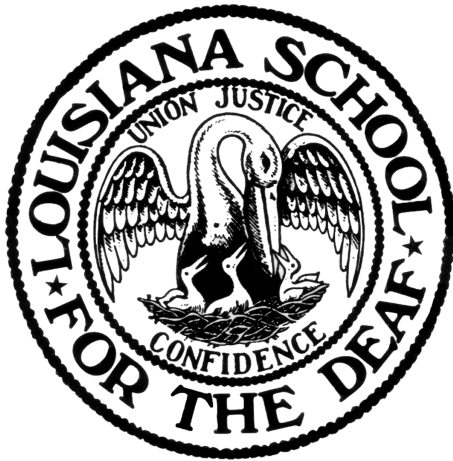


LOUISIANA SCHOOLS FOR THE DEAF AND VISUALLY IMPAIRED (LSDVI)

INVITATION TO BID

Streetlight LED Retrofit Project for LSDVI Campus 653001-210697



**Bid Opening Date: January 29, 2021 @ 11:00 A.M.
(CT)**

**Louisiana Schools for the Deaf
and Visually Impaired
Purchasing Department
2888 Brightside Lane
Baton Rouge, Louisiana 70820**

NOTICE TO BIDDERS

Sealed bids will be opened and publicly read by the Purchasing Department of the Louisiana Schools for the Deaf and Visually Impaired, 2888 Brightside Lane, Baton Rouge, Louisiana 70820 on January 29, 2021 at 11:00 A.M. (CT) No bid will be received after the date and time specified.

Streetlight LED Retrofit Project for LSDVI Campus

Solicitation Number: 653001-210697

Complete bidding documents may be obtained from:

LOUISIANA SCHOOLS FOR THE DEAF

AND VISUALLY IMPAIRED

2888 BRIGHTSIDE LANE

BATON ROUGE, LA 70820

Attn: Ashton Stewart

Email: astewart@lsdvi.org & mott@lsdvi.org

Phone: (225) 757-3498

Fax: (225) 757-3225

The bidding documents are also available in electronic form at the Louisiana Procurement and Contract (LaPAC) Network website, <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>.

For additional information, contact: Ashton Stewart

(225) 757-3498

astewart@lsdvi.org & mott@lsdvi.org

JOB SITE VISIT IS REQUIRED ON:

Tuesday, January 12, 2021 at 10:00 A.M. (CT)

Louisiana Schools for the Deaf and Visually Impaired Invitation to Bid

Streetlight LED Retrofit Project for LSDVI Campus

Part I. Instructions and Requirements for Bidders

1. Bid Submittal Procedures

All bids must be received no later than the bid opening date and time.

Bids may be mailed through the U.S. Postal Service, delivered by hand or courier to our physical address:

Louisiana Schools for the Deaf and Visually Impaired (LSDVI)
Business Office - Purchasing Department (Rm. F129)
2888 Brightside Drive
Baton Rouge, Louisiana 70820

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. LSDVI is not responsible for any delays caused by the bidder's chosen means of bid delivery.

Bidder shall assume full responsibility for timely delivery to the location designated for receipt of bids. Failure to meet the bid opening date and time shall result in rejection of the bid.

To assure consideration of your bid, all bids and addenda should be returned in an envelope or package clearly marked with the following information and format:

- Invitation to Bid Name: Streetlight LED Retrofit Project for LSDVI Campus
- Solicitation Number: 653001-210697
- Bid Opening Date and Time: **January 29, 2021 @ 11:00 A.M. (CT)**
- Additional Required Wording: "Sealed Bid Enclosed"
- Contractor's License #

All bids must be submitted on the forms provided for this purpose and must be filled out with ink or typewritten and signed in ink. See Request for Quotation Form A-10 that must be completed, signed and returned. Bidder must submit bid prices as specified on Form A-10 on one (1) line item (Line 1- Job) in order for the Agency to have flexibility in awarding based on available funds. Any interlineation, alteration or erasure must be initialed by the signer of the bid.

2. Taxes

Vendor is responsible for including all applicable taxes in the bid price. State agencies are exempt from all State and local sales and use taxes.

3. Awards

LSDVI reserves the right to award this bid on an all-or-none basis and to reject any and all bids and waive any informalities. Quantities referenced in this Invitation to Bid are estimated to be the amount needed. LSDVI reserves the right to increase or decrease quantities at the unit price(s) stated in the bid.

4. Bid Opening

Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting LSDVI during normal working hours.

5. Bidder's Representation

By signing the bid, the bidder certifies compliance with all instructions to bidders, terms, conditions and specifications and further certifies that this bid is made without collusion or fraud. This bid is to be manually signed in ink by a person authorized to bind the vendor. All bid information shall be made with ink or typewritten.

6. Signature of Authority

In accordance with L.R.S. 39:1594 (Act 121), the person signing the bid must be:

- A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
- An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit; or
- An individual listed on the State of Louisiana Bidder's application as authorized to execute bids. By signing the bid, the bidder certifies compliance with the above.

7. Addenda Modifying Invitation for Bid

No Addenda will be issued within three working days prior to the advertised date set for receipt of bids, except an Addendum, if necessary, postponing the date of receipt of bids or canceling the request for bids. Receipt of all Addenda issued should be acknowledged in writing on returned bid documents and/or returned with bid proposal.

8. Bids Binding

All bids shall be binding for a minimum of 30 calendar days. Nevertheless, if the lowest responsive and responsible bidder is willing to keep his price firm in excess of 30 days, LSDVI may award to this bidder after the period specified in the formal bid has expired.

9. Withdrawal of Proposal

A bidder may withdraw a bid that has been submitted at any time up to the bid opening deadline. To accomplish this, a written request signed by the authorized representative of the Bidder must be submitted to the LSDVI Purchasing Department.

10. Mandatory Pre-Bid Jobsite Visit

A pre-bid jobsite visit is mandatory for all prospective bidders. Contractors must visit the job-site to become familiar with the facility, existing equipment and scope of work as it pertains to this contract and to determine the nature and extent of the work required. The Verification of Pre-Bid Jobsite Inspection form (Exhibit C) must be signed by the bidder and Joel Snider, Operations Director, or his designee and be submitted with the bid proposal.

11. Bid Inquiries

Should a bidder find discrepancies in, omission from the bid specifications, or should the bidder find conditions that disagree with bid documents or appear to be in error, same shall be brought to the attention of the Louisiana Schools for the Deaf and Visually Impaired. Discrepancies must be reported prior to three (3) working days before the scheduled bid opening. Failure to provide such notification shall require the contractor to provide services according to the intent of the specifications, as interpreted by the Agency, at the expense of the Contractor. Agency is not responsible for any oral instructions. Answers to questions that change or substantially clarify the Invitation to Bid shall be issued by addendum and provided to all prospective bidders.

12. Job References

Upon request, Contractor shall provide a list of at least (3) job references, including company name, contact name, address, telephone number, scope of work, and date of job completion. Completed installations used as a reference may be inspected by the Agency. The decision of the Agency as to the capability of the Bidder to successfully complete this installation, based on this pre-qualification information, shall be final. Contractor must forward references within three (3) working days of receiving a written request for references.

13. Contractor License Requirement

In accordance with R.S. 37:2150-2192 contractors must be licensed with the Louisiana State Licensing Board for Contractors in the appropriate classification(s) prior to submitting a bid or being awarded a contract for a commercial project involving fifty thousand dollars (\$50,000) or more, one dollar (\$1) or more for hazardous materials or mold remediation, or ten thousand dollars (\$10,000) or more for Plumbing, Electrical or Mechanical. For any bid submitted in the amount of \$50,000 or more, the Contractor's License Number must appear on the bid envelope. If the contractor's license number is not on the bid envelope, the bid shall be automatically rejected, shall be returned to the bidder marked "Rejected", and shall not be read aloud. Contractor must also note their Contractor's License Number on Request for Quotation Form A-10 in the box named "Contractor's License Number". By signing Form A-10 contractor is certifying that he is licensed with the Louisiana State Licensing Board for Contractors.

14. Special Accommodations

Any “qualified individual with a disability” as defined by The Americans with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify the office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior the bid opening.

15. Compliance with Civil Rights Laws

By submitting and signing this solicitation, the bidder agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans With Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

16. Code of Ethics

Bidders are responsible for determining that there will be no conflict or violation of the Louisiana Code of Governmental Ethics, R.S. 42:1101, et seq. if their firm is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

17. Prohibition of Discriminatory Boycotts of Israel

Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Part II. Contract Terms & Conditions

1. Contractor License Requirement

In accordance with R.S. 37:2150-2192 contractors must maintain a current license with the Louisiana State Licensing Board for Contractors in the appropriate classification(s) for a commercial project involving fifty thousand dollars (\$50,000) or more, one dollar (\$1) or more

for hazardous materials or mold remediation, or ten thousand dollars (\$10,000) or more for Plumbing, Electrical or Mechanical for the duration of the contract period with the Agency.

2. Non-Exclusivity Clause

The contract is non-exclusive and shall not in any way preclude the School from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

3. Applicable Law

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

4. Contract Cancellation for Cause

LSDVI has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause including, but not limited to, the following: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State; (5) conflict of contract provisions with constitution or statutory provision of State or Federal law; (6) any other breach of contract.

5. Contract Cancellation for Convenience

LSDVI may terminate the contract at any given time by giving thirty (30) days written notice to the Contractor of such termination.

6. Payment Terms

Payment terms are Net 30 after completion of all jobs. Jobs must be reviewed and approved by the LSDVI Operations Manager for completion and compliance with required job specifications. If after inspection, work is found to be (1) incomplete, (2) out of compliance with required specifications, or (3) defective in workmanship, a written comprehensive punch list will be provided to the Contractor for completion. Upon satisfactory completion of all punch list items, the LSDVI Operations Manager will submit written approval for payment to the Business Office.

Invoices must reference the Agency's purchase order number and reflect the quantity billed by purchase order line number. Bills of lading, packing slips, and/or other related shipping papers (if applicable) must reference the Agency's purchase order number and reflect the quantity shipped by purchase order line number.

7. Payments

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and vendors, the State intends to make all payments to vendors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Vendors will have a choice of receiving electronic payment for all other payments by selecting the electronic

Vendor Payment solution (EVP) or Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or EVP or have not already enrolled in EFT, you will be asked to comply with this request by choosing one of the following three options. You may indicate your acceptance below.

The LaCarte Procurement Card uses a Visa card platform. Vendors receive payment from state agencies using the card in the same manner as other Visa card purchases. Vendors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the vendor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Purchasing on request.

EVP method converts check payments to a Visa credit card thereby streamlining payments to your organization. Participants receive a credit card account number with unique security features. This card will have \$0 available funds until an invoice is approved for payment. As payments are approved, electronic remittance notifications are sent via email along with approval to charge the card for that amount. EVP requires no change to current invoice procedures; it is secure, and does not require your bank information.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at <http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf>. To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at <http://www.doa.louisiana.gov/ERP/pdfs/LaGov%20AP-03%20-%20EFT%20Vendor%20Enrollment%20Form.pdf> and <http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf>

8. Confidentiality

Contractor agrees to keep all information and materials which will come into possession or knowledge of contractor in connection with this contract or the performance thereof, excepting only such information as is already known to the public, and not to release, use, or disclose the same except with written permission of the agency.

9. Default of Contractor

Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where LSDVI has determined the Contractor to be in

default LSDVI reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

10. Right to Audit

The State Legislative Auditor, federal auditors and internal auditors of the Division of Administration (DOA), or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after bid award as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

11. Insurance

See attached Exhibit A for insurance requirements for contractors. Contractor must forward verification of coverage to the Agency within three (3) working days after notification of intent to award is received.

12. Indemnifications and Limitation of Liability

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the State, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractors, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the State, its officers, its agents or its employees. See attached Exhibit B, Indemnification Agreement. Contractor must forward the indemnification agreement to the Agency within three (3) working days after notification of intent to award is received.

13. Warranty

Contractor guarantees the system unconditionally within the first year following acceptance by the Owner without any additional cost to LSDVI. In fulfillment of the above, contractor shall:

- Provide unscheduled, on-call service within a 24-hour response time when notified by LSDVI that the equipment is inoperative or malfunctioning, and
- Provide materials, tools, documentation and test equipment necessary for the repair and service described, and

Contractor will provide and bear the cost of labor, travel and parts under this agreement for maintaining the specified equipment in good operating condition, when service is required because of normal wear and tear.

Upon project completion, Owner shall inspect job and note any punch list items in need of correction by the Contractor. Contractor shall rectify these punch list items to the satisfaction of the Owner prior to acceptance by the Owner.

Louisiana Schools for the Deaf – Visually Impaired Operations Department

Bid Specifications for Streetlight LED retrofit project for LSDVI campus

Scope

Contractor is to furnish all materials, labor, equipment and tools necessary to remove and replace all street light fixtures on campus on existing street light poles, in strict accordance with the following specifications:

General Requirements

This is to be a turnkey project, therefore, contractor is to make a job-site visit prior to his bid to inspect the existing high voltage cables, street poles and existing lamps to determine materials required to remove all the existing street lamps and replace with high efficiency LED lamps. Bids are to be inclusive of all cost associated with the installation, inclusive of items needed for replacement of existing lamps including but not limited to matching slip fitter brackets, floodlight brackets, drivers, adapters and connectors.

Contractors must visit the job-site to become familiar with the campus conditions as it pertains to this contract and to determine the nature and extent of the work required. The attached Pre-Bid Job-site Inspection form must be signed by Joel Snider, Operations Director, or designee, and submitted with the bid documentation.

Should a bidder find discrepancies in, or omission from, the bid specifications, or should the bidder be in doubt as to their meaning, the bidder should at once notify the owner, who will send written instructions to all bidders. Discrepancies must be reported to the Owner prior to three (3) working days before the scheduled bid opening. Failure to provide such notification shall require the contractor to provide services according to the intent of the specifications, as interpreted by the Owner, at the expense of the Contractor. Owner is not responsible for any oral instructions.

In accordance with R.S. 37:2163A Contractors' License Number in the Appropriate Classification(s) must appear on the bid opening envelope on all projects in the amount of \$50,000 or more (and \$1.00 or more if hazardous materials are involved). For any bid submitted in the amount of \$50,000 or more, the contractor shall certify that he is licensed and show his license number on the bid.

Job Specifications

Contractor is responsible for determining the number of poles and fixtures on all street light poles on campus.

Contractor is responsible for removal and off-site disposal of the existing lamps, bulbs and materials, in accordance with any/all applicable regulatory codes/regulations.

Contractor is to furnish and install new ASD Lighting Premium Series ASDLSB2HV185D50B- PRM lamps and ASD Lighting Premium hardware or equivalent. Equipment specifications are as follows:

- 200-480v
- 185 Watts
- 5000 k color temperature
- Dimmable, with a 0-10V dimmable driver
- Bronze finish
- Commercial or industrial level materials
- Wet location rated and corrosion resistant aluminum housing
- operate in temperatures ranging from -40+122°F (-40+50°C)
- Minimal 5 year warranty
- Sealed housing to provide protecting to LED light chips from damage
- DesignLights Consortium (DLC) listed (Classification: Premium)
- Main: Outdoor Luminaires
- General Application: Very high output
- Primary Use: Outdoor Pole/Arm-Mounted Area and Roadway Luminaires
- cULus certified E473804
- Internal High Voltage Fuses
- Furnished with Standard ANSI Accessories

Contractor is responsible for installing all new materials including lamps, slip fitter brackets, adapters and connectors to existing street light poles and wiring. The contractor is responsible for removal of existing lamps, brackets and adapters.

Contractor is responsible for re-connecting electrical power to the new lamps.

Contractor is not responsible for any lighting controls, existing lighting controls will remain connected to new lighting equipment.

Contractor is responsible for authorized manufacturers' start-up and testing of the new lamps.

All electrical work shall be done by a licensed electrical contractor and in accordance with all federal, state, and local codes. All materials furnished are to be UL approved.

Vendor is to clean-up and dispose of any debris resultant from job and to test fixtures to ensure that all installations are in good order and working properly.

Vendor is to coordinate installation with the LSDVI Operations personnel.

JOBSITE VISIT REQUIRED ON

Tuesday, January 12, 2021 at 10:00 A.M. (CT)

EXHIBIT A

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by

that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Contractor must forward verification of coverage to the Agency within three (3) working days after notification of intent to award is received.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability

arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State

Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

EXHIBIT B

(NOTE: Contractor must forward the indemnification agreement to the Agency within three (3) working days after notification of intent to award is received.)

INDEMNIFICATION AGREEMENT

The _____{Contractor/Lessee} agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of _____{Contractor/Lessee}, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by _____{Contractor/Lessee} as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

_____ {Contractor/Lessee} agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No.: 653001-210697

State Agency Name: Louisiana Schools for the Deaf and Visually Impaired

Purpose of Contract: Streetlight LED Retrofit Project for LSDVI Campus

EXHIBIT C

LOUISIANA SCHOOLS FOR THE DEAF & VISUALLY IMPAIRED

Streetlight LED Retrofit Project for LSDVI Campus

SOLICITATION NUMBER: 653001-210697

VERIFICATION OF PRE-BID JOBSITE INSPECTION

Prior to bid submittal, vendor must visit the jobsite to inspect jobsite as it pertains to the scope of this project and to verify all specification information, conditions, amount of supplies needed, measurements and drawings regarding this bid proposal. If vendor finds conditions that disagree with the physical lay-out as described in this bid, or other features of the specifications that appear to be in error, same shall be brought to the attention of the Louisiana Schools for the Deaf and Visually Impaired prior to bid opening. This form must be signed by the bidder or bidder's authorized designee and authorized agency representative and be submitted with the bid proposal.

This signed statement certifies that the vendor or his designee named below has visited the job site and is familiar with all conditions surrounding fulfillment of the specifications for this project.

VENDOR'S COMPANY NAME

Louisiana Schools for the Deaf & Visually Impaired
STATE AGENCY'S NAME

VENDOR'S SIGNATURE

AUTHORIZED AGENCY SIGNATURE

JOBSITE VISIT REQUIRED ON

Tuesday, January 12, 2021 at 10:00 A.M. (CT)